

# ANDERSON KILL P.C.

Attorneys and Counselors at Law

1251 AVENUE OF THE AMERICAS ■ NEW YORK, NY 10020

TELEPHONE: 212-278-1000 ■ FAX: 212-278-1733

[www.andersonkill.com](http://www.andersonkill.com)

Rene F. Hertzog, Esq.  
Rhertzog@andersonkill.com  
212-278-1166

Via ECF

October 8, 2013

Honorable Katherine B. Forrest  
United States District Court  
Southern District of New York  
500 Pearl Street, Room 730  
New York, NY 10007

Re: *On Board LLC d/b/a On Board Informatics v. Exit Realty Corp. International, No. 13-Civ-1463 (KBF)*

Dear Judge Forrest:

This firm represents defendant EXIT Realty Corp. International ("EXIT Realty") in the above-referenced matter. We write on behalf of EXIT Realty and Plaintiff On Board LLC d/b/a On Board Informatics ("On Board"). We are pleased to inform the Court that the parties have reached a settlement of this dispute.

The parties are aware of Your Honor's individual rule of practice 6.B. regarding jurisdiction over Settlement Agreements. We respectfully submit that there is good cause here for the Court to retain jurisdiction of this matter as the best mechanism for addressing any default under the agreement. Pursuant to the terms of the executed settlement agreement, EXIT Realty will make monthly payments to On Board for the next twenty-six months. The parties believe that it is necessary for the Court to retain jurisdiction so that in the event of a default, Plaintiff may move for and the Clerk may enter Judgment against the Defendant without the complications of commencing a new action. Accordingly, the parties respectfully request that the Court grant the parties permission to include in the Stipulation of Discontinuance a provision allowing for the Court to retain jurisdiction for the limited purpose of enforcing the provisions of the Settlement Agreement.

Please let us know if there is any further information we can provide to the Court to assist in determining this issue. Thank you for your consideration.

Respectfully submitted,



Rene F. Hertzog, Esq.

cc: Stuart L. Sanders, Esq. (via email)  
Paul R. Hoefle, Esq. (via email)

New York, NY ■ Ventura, CA ■ Stamford, CT ■ Washington, DC ■ Newark, NJ ■ Philadelphia, PA